

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 50	
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-08-R-01472		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)		5. DATE ISSUED 01/24/2008	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931				6. REQUISITION/PURCHASE NO. 08-01472 (FAA Internal Use Only)			
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 321 P.O. Box 25082 Oklahoma City, OK 73125-4931				8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933			
FIRM-FIXED PRICE				SOLICITATION Aviation System Standards, National Flight Procedures Office			
9. Sealed offers in original and <u>TWO</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 321, Multi-Purpose Building</u> until <u>3:30 p.m.</u> local time <u>02/25 /08.</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL: >		A. NAME Monique Pelletier		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-5102			
11. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION		PAGE(S)	(X)	SE	DESCRIPTION
PART I - THE SCHEDULE							
X	A	SOLICITATION/CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT		3-4	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		4	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		4-5	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		5-6	X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS		7-9			
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. N/A							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >		ITEM			
26. NAME OF CONTRACTING OFFICER (Type or print)		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304		27. UNITED STATES OF AMERICA			
				28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

Section B
Supplies or Services and Price/Costs

CLIN	ITEM DESCRIPTION	Est. Qty	Unit	Unit Price	Total Price
0001	Development Module 1 (Firm-Fixed Price) In accordance with PWS Section 5.6.1.1 dated 17 January 2008	1	EA	\$ _____	\$ _____
0002	Development Module 2 (Firm-Fixed Price) In accordance with PWS Section 5.6.1.2 dated 17 January 2008	1	EA	\$ _____	\$ _____
0003	Development Module 3 In accordance with PWS Section 5.6.1.3 dated 17 January 2008	1	EA	(TO BE DETERMINED)	
0004	Operation Manual (Firm-Fixed Price)	1	EA	\$ _____	\$ _____
0005	Training (Firm-Fixed Price)	1	EA	\$ _____	\$ _____
0006	Travel (Not to Exceed) (Cost Reimbursable)			Estimated	\$ <u>10,000</u>

TOTAL ESTIMATED CONTRACT AMOUNT \$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE

Contractor shall coordinate and collaborate with the FAA on the detail requirements, system design and development of AIRNAV. Software Requirements, Design, and Development shall include required technology advances (technical architecture), NAS Safety Related Criteria changes, Materials, Hardware, and Software licenses. High-level requirements for the development of AIRNAV are provided in approved FAA Information Technology (IT) documentation. The FAA shall own and have unlimited rights to all deliverables.

C.2 PERFORMANCE WORK STATEMENT (PWS)

The contractor shall provide personnel necessary to administer, manage, and perform the work specifically defined in PART III, Section J, List of Attachments, Attachment 1, PERFORMANCE WORK STATEMENT FOR AIRPORTS AND NAVAIDS (AIRNAV) DATED 1/03/2008

C.3 DEFINITIONS

(a) Acceptance. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, as an agent of another, ownership of existing and identified supplies or approves specific services as partial or complete performance of the contract.

(b) Contract. The legal agreement between the Government and industry.

(c) Contracting Officer (CO). The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for authority delegated to the Contracting Officer's Technical Representative (COTR), the CO is the only individual with the authority to direct the work of the contractor.

(d) Contracting Officer's Technical Representative (COTR). The authorized government representative(s) acting within the limits of their delegated authority as authorized by the CO, for technical management of the contract.

(e) Contractor. The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with the provisions of the contract.

(f) Data. The vehicle for communicating concepts, plans, descriptions, requirements, and instructions relating to technical projects, material, systems and services. Data may include specifications, standards, engineering drawings, associated lists, manuals, and reports including scientific and technical reports. It may be in the form of documents, displays, sound records, or punched cards.

(g) Equipment. All items of a durable nature that are capable of continuing or repetitive utilitarian use by an individual or organization.

(h) FAA Directive. Internal guidance material that may encompass a specific program, such as the Airworthiness Directives, or a specific subject area.

(i) Maintenance. The function of keeping items or equipment in, or restoring them to, serviceable condition. It includes servicing, test, inspection, adjustment, alignment, calibration, removal, replacement, reinstallation, troubleshooting, condition determination, repair, modification, overhaul, rebuilding, reclaiming, and initial provisioning of support items. Maintenance includes both

corrective and preventive activities.

- (j) Modification. Any written change in the terms of the contract.

PART I - SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)

CLA.2110

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number.

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Final inspection and acceptance shall be at destination, Mike Monroney Aeronautical Center, 6500 MacArthur Blvd, Oklahoma City, Oklahoma 73125.

E.2 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

(DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> on this web page, select "Search and View Clauses").

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

Contractor services in support of AIRNAV shall be performed primarily at the contractor's facility. When not performed at contractor facility, and upon prior arrangement with the FAA, work will be performed at the FAA's Mike Monroney Aeronautical Center (MMAC).

F.2 CONTRACT PERIOD (JAN 1997)

CLA.1604

The period of performance will begin on date of award and extend for a period of 365 days.

F.3 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 INVOICING PROCEDURES - GENERAL (JAN 2002)****CLA.0135r**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) for special requirements and/or travel reimbursement:

(1) **The original to:**

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) **One copy to the Contracting Officer (CO):**

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) **One copy to the Contracting Officers Technical Representative (COTR):**

FAA, Mike Monroney Aeronautical Center
Aviation System Standards, National Flight Procedures Office, ATO-W (AJW-32)
P.O. Box 25082
Oklahoma City, OK 73125

(b) **EACH INVOICE SHALL HIGHLIGHT THE FOLLOWING INFORMATION:**

- (1) Contract number
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.**G.2 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006) CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.3 WARRANTY - COMMERCIAL PRODUCTS (JAN 1997) CLA.4530

(a) The contractor warrants that the products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(b) The contractor shall replace or repair any products which fail in operation within 12 months from the date of receipt. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on an FOB destination basis. FAA will install replacements at no expense to the contractor.

(c) Products replaced under the provisions of this warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.

(d) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

G.4 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JULY 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

H.2 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

FAA ORDERS/DIRECTIVES

Security

FAA Order 1600.72A

https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=15573

Harassment Accountability board

FAA Order 1110.125A

https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/

Smoking

FAA Order 3900.47

https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/

Safety/OSHA

FAA Order 3900.19B

https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=8034

Ramp/airdrome safety

http://www.faa.gov/runwaysafety/ontheground.cfm

FAA Order 5200.7A

<http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf>

Internet use policy

FAA Order 1370.79A

http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/

MMAC ORDERS/DIRECTIVES

For orders which are not accessible via the links, or not listed above Contact your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR)

H.3 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.4 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly

share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.5 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.6 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.7 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II – SECTION I – CONTRACT CLAUSES

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work

in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.3 1.13-5 INTEGRATED MASTER SCHEDULE (MARCH 2006)

(a) Offerors (you) must submit an Integrated Master Schedule (IMS) report prepared under IMS DID DI-MGMT-81650 (Ref CDRL 006).

(b) You must manage the execution of the AIRNAV program using the IMS as a day-to-day execution tool and periodically assess program progress in meeting program requirements. You must report on program progress consistent with the IMS at each program management review, at selected technical reviews and at other times at the Government's request.

(c) You must revise the IMS, where necessary, to reflect current contract milestones and deliverables. The IMS will include all activities of the prime contractor, subcontractors, and dependencies on the Government. All contractor schedule information delivered to the Government or presented at program reviews shall originate from the IMS. You must perform appropriate analyses of the IMS tasks and report potential or existing problem areas and recommend corrective actions to eliminate or reduce schedule impact to the program.

(End of clause)

I.4

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

(OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

I.5 3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION –MODIFICATIONS **(JULY 2004)**

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

(End of clause)

1.6 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.7 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.8 3.5-13 RIGHTS IN DATA--GENERAL (OCTOBER 1996)

(a) Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(4) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first

produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3)Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.9 3.5-16 RIGHTS IN DATA--SPECIAL WORKS (APRIL 1996)

(a) Definitions.

(1) Data, as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

(2) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor may affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor may not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor may not use for purposes other than the performance of this contract, nor may the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor may indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other

unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

**I. 10 3.5-18 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS
(OCTOBER 1996)**

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or-privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government may have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with applicable Federal laws.

(c)

(1) The restricted computer software delivered under this contract shall not be used, reproduced or disclosed by the Government except as provided in subparagraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be-

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and

(vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so: "Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____."

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice: "Unpublished-rights reserved under the copyright laws of the United States."

(End of clause)

1.11 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)
3.2.2.3-8	AUDIT AND RECORDS (APRIL 1996)
3.2.2.3-25	REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA (JULY 2004)
3.2.2.3-27	SUBCONTRACTOR COST OR PRICING DATA (JULY 2004)
3.2.2.3-29	INTEGRITY OF UNIT PRICES (JULY 2004)
3.2.2.3-33	ORDER OF PRECEDENCE (JULY 2004)
3.2.2.3-37	NOTIFICATION OF OWNERSHIP CHANGES (JULY 2004)
3.2.2.3-75	REQUESTS FOR CONTRACT INFORMATION (JULY 2004)
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)

3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-9 INTEREST (APRIL 1996)
3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17 PROMPT PAYMENT (JANUARY 2003)
3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
3.4.1-10 INSURANCE –WORK ON A GOVERNMENT INSTALLATION (JULY 1996)
3.4.1-13 ERRORS AND OMISSIONS (JULY 1996)
3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(OCTOBER 1996)
3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES—FIXED PRICE CONTRACT (APRIL 1996)
3.5-20 TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF
PAYMENT--MAJOR SYSTEMS (OCTOBER 1996)
3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED,
AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS
CONCERNS (SEPTEMBER 2001)
3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-
DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(APRIL 2007)
3.6.1-6 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEPTEMBER 2001)
3.6.2-2 CONVICT LABOR (APRIL 1996)
3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APRIL 2007)
3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 2000)
3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS
OF VIETNAM ERA (APRIL 2007)
3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
3.6.2-37 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING THE PAYMENT OF
UNION DUES OR FEES (APRIL 2007)
3.6.2-39 TRAFFIC IN PERSONS (JULY 2007)
3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
3.6.3-16 DRUG FREE WORKPLACE (JANUARY 2004)
3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
3.8.2-10 PROTECTION OF GOVERNMENT, BUILDINGS, EQUIPMENT, AND
VEGETATION (APRIL 1996)
3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)
3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
3.10.1-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1996)
3.10.1-7 BANKRUPTCY (APRIL 1996)
3.10.1-12 CHANGES – FIXED PRICE (APRIL 1996)
3.10.1-12alt 1 CHANGES – FIXED PRICE (APRIL 1996)
3.10.1-25 NOVATION & CHANGES OF NAME AGREEMENTS (OCT 2007)
3.10.2-1 SUBCONTRACTS--FIXED-PRICE (APRIL 1996)
3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT-FIXED PRICE
(OCTOBER 1996)
3.10.6-4 DEFAULT-FIXED PRICE SUPPLY AND SERVICE (OCTOBER 1996)
3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)
3.13-11 PLAIN LANGUAGE (JULY 2006)
3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2006)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>No.</u>	<u>ATTACHMENT</u>	<u>DATE</u>	<u># OF Pgs</u>
1.	PERFORMANCE WORK STATEMENT (PWS) AIRPORTS AND NAVAIDS (AIRNAV) - PWS attachments	12/24/2007	10
a.	AIRNAV 2.0 - GLOSSARY (M1&M2)	12/20/2007	15
b.	AIRNAV 2.0 - VISION (M1&M2))	12/20/2007	20
c.	AIRNAV 2.0 – DGPS REFERENCE POINT USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	13
d.	AIRNAV 2.0 - MONITOR AND NO TRANSGRESSION ZONE USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	24
e.	AIRNAV 2.0 - OBSTACLE USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	13
f.	AIRNAV 2.0 - WEB SERVICES USE CASES AND BUSINESS RULE (M1&M2)	12/20/2007	11
g.	AIRNAV 2.0 - WEB SERVICES SUPPLEMENTAL (M1&M2)	12/20/2007	3
h.	AIRNAV 2.0 - WEB SERVICES INTERFACE CONTROL DOCUMENT (M1&M2)	12/20/2007	77
i.	AIRNAV 2.0 - SUPPLEMENTAL SPECIFICATION (M1&M2)	12/20/2007	8
j.	AIRNAV 2.0 - USE CASE MODEL (M1&M2)	12/20/2007	9
k.	AIRNAV 2.0 – DATA PRODUCTS (8 DOCUMENTS) (M1&M2)	12/20/2007	9
l.	AIRNAV 2.0 – AIRPORT AND RUNWAY USE CASES AND BUSINESS RULES (M1)	12/20/2007	43
m.	AIRNAV 2.0 – EXPANDED SERVICE VOLUME USE CASES AND BUSINESS RULES (M2)	12/20/2007	14
n.	AIRNAV 2.0 – NAVAID AND COMPONENTS USE CASES AND BUSINESS RULES (M2)	12/20/2007	98
(M1) = Module 1 Specific (M2) =Module 2 Specific			

2.	CONTRACTOR DATA REQUIREMENTS LIST (001-015)	12/20/2007	Total 67
A001	Contractor Performance Report (CPR)	12/20/2007	19
A002	Contractor Work Breakdown Structure (CWBS)	12/20/2007	7
A003	Monthly Status Report	12/20/2007	2
A004	Software Development Plan (EP)	12/20/2007	2
A005	Minutes	12/20/2007	2
A006	Master Schedule (MS)	12/20/2007	16
A007	System Test Plan (STP)	12/20/2007	2
A008	Software Test Report (STR)	12/20/2007	2
A009	Operations Manuals (OM)	12/20/2007	2
A010	Updated System Requirements Document per module	12/20/2007	2
A011	Software Design Plan (SDD)	12/20/2007	2
A012	Interface Design Document (IDD)	12/20/2007	2
A013	Change Control Plan (CP)	12/20/2007	2
A014	Iteration Plan (ITP)	12/20/2007	2
A015	Prototypes	12/20/2007	2

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____ (b) Telephone _____
(c) Position Held In The Company: _____
5. Controlling Interest In Company (☒ All Appropriate Boxes)
☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American
☐ Female-Non Minority ☐ Male-Non Minority ☐ Female ☐ Male
☐ 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions? ☐ Yes ☐ No
 If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products. _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other/Explain Below: _____

10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
 Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIC CODE AND SMALL BUSINESS SIZE STANDARD. (JAN 1991)

The standard industrial classification (SIC) code for this acquisition is 7373. The small business size standard is \$23 million.

12. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
 ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I
 AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541512, All Other Professional, Scientific and Technical Services.
- (2) The small business size standard is \$23 Million
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEPTEMBER 2006) CLA.0127

(a) The offeror certifies that the products/services offered are products/services of a process that is ☐ ISO 9001:2000 certified (certified offer), ☐ ISO 9001:2000 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001)**CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

K.5 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (APRIL 1996)

The offeror, by checking the applicable box, represents that—

- (a) It operates as:
- ☐ a corporation incorporated under the laws of the State of _____,
- ☐ an individual,
- ☐ a partnership,

- ☐ a nonprofit organization, or
☐ a joint venture.
 (b) If the offeror or quoter is a foreign entity, it operates as:
☐ individual,
☐ a partnership,
☐ a nonprofit organization,
☐ a joint venture, or
☐ a corporation, registered for business in _____
(country)

K.6 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
 Title: _____
 Phone number: _____

(End of provision)

K.7 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).

- ☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.8 3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION
(JULY 2004)

- (a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

- (b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s)

to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

K.9 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number:

(End of provision)

(a) This Screening Information Request (SIR) sets forth the work to be performed, if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

(End of provision)

K.12 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that—

(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to:

- (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or;
- (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or;
- (3) termination for default under any contract resulting from its offer and/or;
- (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____ Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.15 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)
- 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)
- 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 2000)

**PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS**

**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL
SUBMISSIONS**

(a) This document is a competitive Screening Information Request (SIR). This requirement is open to all bidders. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO) and Contracting Specialist (CS), are the only points of contact for this acquisition. Address any questions or concerns that you may have to the CS. Written requests for clarification may be sent to the CS at the address located on the front page of the SIR, ATTENTION: Monique Pelletier or via email at Monique.Pelletier@faa.gov

(c) A "best value" source selection will be conducted for delivery of Technical Support Services. *Complete written proposal submissions, including an electronic copy on compact disk (CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.2 PROPOSAL FORMAT AND CONTENT

(a) Each offeror will submit information identified as set forth in Table 1 below as well as one complete electronic copy of entire proposal submission on compact disk (CD). The data submitted should be complete, concise and relevant to the requirement of the SIR and are required to be submitted in the format outline below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

TABLE 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	Screening Information Request/ Contract Provisions attachments)	2	(return a signed copy of the SIR with all Fill-ins and
* II	Technical Proposal	5	100
III	Pricing/Past Performance	2	no limit

*No reference shall be made to prices/costs in Volumes II.

CAUTION: Evaluators will read only up to the page limit as specified for each volume. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated

Copy No. 1 of proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) The offeror shall submit an overall proposal consisting of four physically separated and detachable volumes, individually titled:

L.3 VOLUME I - SCREENING INFORMATION REQUESTS/CONTRACT PROVISIONS –

This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror. Initial entry is required for Part I, Section B "Supplies or Services and Prices/Costs." Part IV, Section K "Representations, Certifications, and Other Statements of Offerors" must be executed and complete.

L.4 VOLUME II - TECHNICAL PROPOSAL –

Technical proposals shall be submitted in separate and complete sections for each of the Technical Evaluation Categories outlined in Section M. Technical proposals shall not include prices/costs or any pricing information. Offerors shall assume that the Government has no prior knowledge of their facilities

and experience, and will base its evaluation on the information presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

A: Table of Contents

B: List of Tables and Drawings

C: Glossary

Cross Reference Matrix

Factor 1 – KNOWLEDGE IN DEVELOPING AND DEPLOYING WEB-BASED APPLICATIONS IN THE J2EE SERVICE ORIENTED ARCHITECTURE

Factor 2 – MANAGING IT COMPLETION SCOPE PROJECTS

Factor 3 – PROJECT SYNOPSIS

OFFEROR'S RESPONSE TO THE TECHNICAL SHALL BE INCLUDED UNDER SEPARATE COVER AND SO LABELED, IN ACCORDANCE WITH SECTION L.2(b), PROPOSAL FORMAT AND CONTENT.

PREPARATION OF VOLUME II (Technical)

(a) *Technical proposals, including past performance, must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government, and that the offered approach is valid and practical.* The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, providing services of the scope and deliverables outlined in the PWS. Clear evidence of processes previously demonstrated and currently in place relating to the various major factors should be included in each evaluation area. Also, if subcontractor effort is to be proposed for any portion of the work to be performed, the same type of information shall be submitted for each subcontractor.

(b) Statements that the offeror understands, can, or will comply with all statements in the PWS, and statements paraphrasing the PWS requirements or parts thereof are considered insufficient. Phrases, such as "standard procedures will be employed", or "well-known techniques will be used", etc., will be considered insufficient.

(c) Content is more important than quantity. Pages are to be typewritten on standard letter size paper. Foldouts are permitted. Proposals are to be neat, legible and orderly. Unnecessary elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, expensive visual and other presentation aids are neither necessary nor desired. To expedite review of the proposals, the responses for each evaluation category shall be provided in a separate section and the sections shall be tabbed for ease of reference. **The technical proposal should be limited to a total of 100 pages**

(d) In preparing the proposal, emphasis should be placed on supplying complete information in the areas which are set forth below and in Section M.1, Basis for Award. Responses to all factors shall include information for each sub-factor identified, as a minimum. Tables and charts may be used to provide summary information in describing the proposed effort.

(e) To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors:

Factor 1: Practical and theoretical knowledge in developing and deploying web-based applications in the – Java 2 Platform Enterprise Edition (J2EE) service oriented architecture – Offerors shall identify practical and theoretical knowledge in building web-based application in the J2EE Service Oriented Architecture.

Subfactor 1.1 – Java 2 Platform Enterprise Edition (J2EE) Service Oriented Application-Offerors shall identify:

- a. The basics of the J2EE service oriented architecture
- b. The industry stated advantages and disadvantages of using J2EE service oriented architecture.
- c. The hardware and software web-based components that are normally (or can be) associated with the J2EE service oriented architecture, how those components (if applicable) contribute to ease of software development and/or ease of software maintenance. Note: AVN's current technical specifications require most software development be developed and deployed in Java as a web application using a combination of UNIX and Microsoft servers.

Factor 2: Managing IT completion scope projects-Offeror's shall include detailed information on the types of skills needed to develop and deliver web application under the J2EE service oriented architecture, Oracle DB and SOA development. Each skill identified should be accompanied by some detailed information on how that skill contributes to the development of a web application.

Sub-factor 2.1: The contractor's standard approach to developing and documenting software

The proposal should describe the proposed methodology for development of software. This methodology shall include:

- a. Project definitions, project objectives, alternatives, and constraints.
- b. Risks and control of risks.
- c. Key elements for conceptual prototyping, conceptual operations, project planning, and project reporting.
- d. Quality control and maintainability of the final product.

Sub-factor 2.2: The contractor's approach to conducting and documenting business, user, logical, and technology modeling and resultant models

The proposal must describe each modeling technique for standard software development and how and when each technique is used.

Sub-factor 2.3: Management of the Quality Control Plan

Describe the management of the quality control plan. The proposal quality control plan must describe how the performance will be monitored and modules delivered in accordance with the PWS. The content must include:

- a. Project plans for quality control
- b. Documentation of review criteria
- c. Milestone completion and coordination with the FAA CO and COTR
- d. Correction and resolution of milestone tasks
- e. Delivery and coordination of acceptance by the Government

Sub-factor 2.4: Contractor's knowledge, understanding and experience in J2EE service oriented architecture.

The proposal must identify the contractors plan for interface with existing software and must include the approach for incorporating aeronautical data and its uses.

Factor 3: Project Synopsis – Offerors shall include detailed information on contractor's practical and theoretical knowledge of aeronautical data and its uses.

Sub-factor 3.1: Knowledge of specific aeronautical data processes within Aviation System Standards (AVN)

Identify the proposed staffing resources, internal knowledge of Aeronautical data processes as related to the FAA Aviation System Standard (AVN) mission requirements.

L.5 VOLUME III – PRICING/PAST PERFORMANCE PROPOSAL

(a) Pricing Information - Each offeror is required to submit cost documentation. The government needs this data to evaluate the realism, completeness, and reasonableness of your proposal. The burden of proof for cost credibility rests with the offeror. All information relating to cost documentation shall be included in Volume III. Under no circumstances shall cost documentation be included elsewhere in the proposal. Data beyond that required by the next subparagraph shall not be submitted unless it is considered essential to document or support the cost/price position. Provide as cost documentation for each labor category a summary cost breakdown consisting of the direct labor, labor overhead, General and Administrative costs, and profit. The FAA may, at its discretion, request additional documentation during its review of any offeror's proposal.

(b) Past Performance– should include not more than three contracts that represent services similar in relevancy to those described in the attached PWS. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. The summary shall include the minimum a description:

- Project name
- Contract Number and Agency issuing the contract
- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email
- Type of support service
- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct.

L.6 PROPOSAL ACCEPTANCE

- (a) Only one proposal for each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, unacceptable, proposals deleting or altering technical requirements.

L.7 SOURCE SELECTION

The offer that provides the greatest overall value to the FAA will be selected for award. A technical/price tradeoff will be made, and the lowest total evaluated price offer may not provide the greatest overall value to the Government. Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to present the appropriate balance of the technical proposal (capability), price (realism), and past performance. *The technical capability is slightly more important than price. The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.*

Best value will be based on an evaluation of all factors considered against the stated evaluation criteria. To arrive at a best value decision, the Source Selection Official (SSO) will integrate the source selection team's evaluation of the specific criteria described below. While the FAA source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process

L.8 PRICE INFORMATION

- (a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit SF 1411 Certified Cost or Pricing data to support the cost/price. At the time of proposal due date, the offeror is required to provide the pricing data detailed at L.5 (a) as this is part of the best value evaluation process. If after receipt of offers it is determined that adequate price competition does not exist, certified, detailed, cost or pricing data will be required.
- (b) Notwithstanding the existence of adequate price competition, the FAA may request additional detailed cost or pricing data to ensure the reasonableness of an Offeror's proposed price(s).
- (c) If additional cost and pricing data is required, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.9 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.10 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)**CLA.2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

**L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS
AND CONDITIONS (JAN 1997)****CLA.4533**

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offerors format, on offerors letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offerors proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.12 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)**CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.13 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the solicitation file; copies will be destroyed.

L.14 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JULY 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are [CO should list acceptable means of electronic commerce to include electronic mail, electronic bulletin boards, etc.].

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are [CO should list the portions of the contract authorized for electronic commerce to include areas such as official correspondence, contract modifications, or all contract actions].

(e) The use of electronic signature technology [CO to enter is or is not] authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology [CO to enter the means of electronic signature technology authorized to include PIN numbers or passwords, digital signatures, smart cards, etc].

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

L.15 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Firm Fixed Price contract resulting from this Screening Information Request (SIR).

L.16 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by

the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.17 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION (MARCH 2006)
- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)
- 3.2.2.3-17 PREPARATION OF OFFERS (JULY 2004)
- 3.2.2.3-18 EXPLANATION TO PROSPECTIVE OFFERORS (JULY 2004)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.3.1-30 PROGRESS PAYMENT NOT INCLUDED (NOV 1997)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

- (a) Offers will be evaluated and contract award made on the basis of "best value" to the Government.
- (b) Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to present the appropriate balance of the technical proposals (capability), price (realism), and past performance. *The technical capability is slightly more important than price. The FAA intends to use the past performance references to assess risk.* Separate technical proposals, price and past performance are required as described in Section L. If any portion of the work is to be performed by a subcontractor, offerors must include in their technical proposal supporting documentation describing each subcontractor's qualifications and detailed pricing information to support the subcontractor costs. Evaluation will also include an assessment of risk as stated in M.4, "Past Performance and Risk Assessment." Subjective judgment on the part of the FAA is implicit in the evaluation process.

- (c) All offers will be subjected to a detailed technical and price/cost evaluation by FAA Teams, which will rate each offer in accordance with a pre-established evaluation plan.
- (d) Technical proposals will be evaluated, rated, and scored in accordance with a pre-established evaluation plan. *The technical factors to be evaluated are listed in provision M.3 in descending order of importance. Likewise, the sub-factors identified under each factor are listed in descending order of importance.* A less than satisfactory rating received in any factor may render the offeror unacceptable for further consideration in the selection process. In evaluating proposals, the Government intends to award without discussions. However, if discussions are deemed necessary they may be conducted as written or oral discussions with any and/or all offerors, and may reduce the offerors participating in the competition to only those offerors most likely to receive award. Additionally, the FAA reserves the right to conduct discussions and negotiations with any individual competing offeror, or all competing offerors, as the situation warrants. Discussions with one or more offerors do not require discussions with all offerors.
- (e) Price/cost proposals will not be rated or scored, but evaluated on the basis of completeness, reasonableness, and realism.
- (f) The offer that provides the overall "best value" to the government will be selected. Technical capability is slightly more important than price. The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment. However, the price may become relatively more important if the difference in technical scores and past performance ratings is minimal.
- (g) Because several proposals are anticipated, uniformity of proposals is essential to ensure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR, SOW, and specification which would clearly demonstrate that the offeror does not understand the requirements of the SIR, SOW, and specification and would require an extensive rewrite before it could be considered acceptable for evaluation).
- (h) Additional information may be requested from offerors whose proposals the government considers reasonably susceptible to being made acceptable. The information may clarify or supplement, but not basically change the offer as submitted. For the purpose of clarifying or supplementing, the government may discuss any such offer with its submitter. In addition, the government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost. Offerors are cautioned not to minimize the importance of a detailed response in any area because of its order of importance, or due to its lack of a scoring feature.
- (i) The FAA will make a single award to the responsible offeror who is determined to be the "Best value to the FAA" based upon Tradeoff source selection procedures. In making this "best value" decision, the Selection Official will consider technical factors, price and past performance information consistent with M.1(b) above.

M.2 TECHNICAL EVALUATION

- (a) The Government may make award to the responsible offeror whose proposal conforms to the solicitation and provides the best value to the Government, considering the cost or price and technical factors listed below. This SIR *will be evaluated based on Best Value. The technical capability is slightly more important than price.* However, as proposals become more equal in their technical merit, the evaluated price/cost will become more important.
- (b) Factors will be rated by the evaluation team using the rating scale below, and the total assessment of technical merit among competing offerors will be ranked. **The factors listed below are in descending order of importance and will be used to evaluate technical proposals. Technical factor 1 is more**

important than Factor 2 and 3 and Factor 2 is more important than Factor 3. The factors are identified below:

FACTOR 1 –KNOWLEDGE IN DEVELOPING AND DEPLOYING WEB-BASED APPLICATIONS IN THE J2EE SERVICE ORIENTED ARCHITECTURE

Subfactor 1. 1 – Java 2 Platform Enterprise Edition (J2EE) Service Oriented Application

The contractor shall provide information on the following:

- a. The contractor's ability to design, develop and test web-based applications using the J2EE service oriented architecture. Skill and knowledge in JSP, JavaScript, and Java should be documented.
- b. The contractor's ability to understand the scope of this IT project based on the limitations and requirements presented – and to create a work breakdown structure with the appropriate skills necessary to meet the objective.
- c. The contractor's specific and primary role in meeting, sustaining, and developing software under completion scope projects.
- d. The contractor's experience and past performance in developing and deploying similar applications.
- e. The contractor's experience and past performance in developing applications employing web services.
- f. The contractor's proposed technical architecture/framework for developing this application

FACTOR 2 –MANAGING IT COMPLETION SCOPE PROJECTS

Sub-factor 2.1 – The contractor's standard approach for developing and documenting software

The methodology should be proven and accepted method in the industry and must be accompanied by the benefit in using the type of methodology identified

Additionally, the contractor should provide any graphics that enhance understanding of the contractor's plan of action to ensure that software can be developed on time and be maintainable.

AVN automation processes are documented using Rational Unified Process (RUP) methodology using IBM Rational tools. The contractor should demonstrate experience with these processes and tools.

Sub-factor 2.2: Contractor's approach to conducting and documenting business, user, logical, and technology modeling and resultant models.

The offeror's submittal for this sub-factor will be evaluated on how each modeling technique contributes to the success of the project and the validity of incorporating the developed use-cases, activity and class modeling.

Sub-factor 2.3: Management of the Quality Control Plan

The proposed Quality Control philosophy and proposed metrics (both management and source code) shall identify milestones to meet the PWS delivery requirements. The plan should identify how quality will be

implemented and how corrective actions will be incorporated into the milestone schedule. The plan should also identify the contractor's ability to comply with AVN Technical Standards for web-based application.

Sub-factor 2.4: Contractor's knowledge, understanding and experience in J2EE service oriented architecture.

The contractor plans for interfacing with existing software must incorporate aeronautical terms in J2EE service oriented architecture. The contractor shall demonstrate how this application will improve AVN's mission objectives as described in the PWS.

FACTOR 3 – PROJECT SYNOPSIS

Sub-factor 3.1: Knowledge of specific aeronautical data processes within Aviation System Standards (AVN)

The described staffing plan shall include types of labor, skills, qualifications on knowledge that is relative to the PWS requirements. The knowledge among staffing resources may be represented by resumes that describe:

- a. Knowledge of aeronautical data processing relative to FAA/AVN mission requirements and how they tie into the National Aerospace Systems and the aviation industry.
- b. Knowledge to includes the support of developing flight procedures, the charting and publications of flight procedures, and flight inspection

The resources that are committed should be designated as direct charges (dedicated) to the contract or as corporate overhead.

Factor will be rated by the evaluation team on a rating scale as follows:

Excellent (4)
Good (3)
Satisfactory (2)
Marginal (1)
Unsatisfactory (0)

M.3 PRICE ANALYSIS

(a) Price/Cost Evaluation: The Offeror's total proposal for Contract Line Item (CLIN) 0001, 0002, 0003, 0004, 0005 shall represent a total firm fixed price. Finally, the Offeror's total proposed price will be calculated as the sum of all CLINs utilizing the methodology described above, including the Government estimated total dollars provided for travel (CLIN 0006). The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

(b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information required by PREPARATION OF VOLUME III (Pricing/Past Performance Proposals)

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(c) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

M.4 PAST PERFORMANCE AND RISK ASSESSMENT

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed.

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(b) Each offeror will receive one of the ratings described below for the Past Performance factor:

(c) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.

M.5 ALL OR NONE BASIS OF AWARD

Award will be made on the basis of all line items or none. Notwithstanding any other provision, award of a contract will be made on the aggregate of all line items shown in the Schedule. Multiple awards will not be considered.

PERFORMANCE WORK STATEMENT (PWS)

AIRPORTS and NAVAIDS (AIRNAV)

1 GENERAL

- 1.1 Requiring Office: Federal Aviation Administration (FAA), Air Traffic Organization – Technical Operations (ATO-W), Aviation System Standards (AVN, AJW-3), National Flight Procedures Office (NFPO, AJW-32).
- 1.2 Background: The Federal Aviation Administration (FAA), Air Traffic Organization – Technical Operations (ATO-W), Aviation System Standards (AVN, AJW-3), National Flight Procedures Office is responsible for the global development and maintenance of Terminal and Enroute Instrument Flight Procedures (IFPs). The NFPO provides lifespan maintenance of IFP's in the National Airspace System (NAS). The production of these procedures has expanded to meet the increased NAS demand and advances in aeronautical technology.
- 1.3 Scope of Work: Contractor shall provide support services for the design, development, and implementation of the AIRNAV software system. Services shall include the FAA technical architecture, and NAS Safety Related Criteria changes, Materials, Hardware, and Software licenses. High-level requirements for the development of AIRNAV are provided in approved FAA Information Technology (IT) documentation. The contractor shall provide all qualified personnel, facilities, related equipment, and supplies necessary for the successful performance of this PWS. The contractor shall bear the cost of training and certifying their personnel supporting the requirement of this contract.
- 1.4 Personnel Qualifications: Contractor personnel providing the required services shall have knowledge of Oracle database and extensive software development experience. Additionally, contractor personnel shall be proficient in the deployment of software onto Unix and Windows™ server platforms.
- 1.5 Work Location: Design and development services are to be performed at the contractor's facility. Implementation will be conducted at FAA's Mike Monroney Aeronautical Center (MMAC) upon prior arrangements with the FAA.

2.0 APPLICABLE USE CASES

This PWS provides general system requirements/specifications and references the IT documentation previously developed in support of the new AIRNAV. The contractor shall use the previously developed IT documentation (listed below) as well as approved documentation created during the AIRNAV Joint Application Design (JAD) for purposes of designing, developing and delivering the AIRNAV system.

<u>No.</u>	<u>ATTACHMENT</u>	<u>DATE</u>	<u># OF Pgs</u>
a.	AIRNAV 2.0 - GLOSSARY (M1&M2)	12/20/2007	15
b.	AIRNAV 2.0 - VISION (M1&M2))	12/20/2007	20
c.	AIRNAV 2.0 – DGPS REFERENCE POINT USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	13

<u>No.</u>	<u>ATTACHMENT</u>	<u>DATE</u>	<u># OF Pgs</u>
d.	AIRNAV 2.0 - MONITOR AND NO TRANSGRESSION ZONE USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	24
e.	AIRNAV 2.0 - OBSTACLE USE CASES AND BUSINESS RULES (M1&M2)	12/20/2007	13
f.	AIRNAV 2.0 - WEB SERVICES USE CASES AND BUSINESS RULE (M1&M2)	12/20/2007	11
g.	AIRNAV 2.0 - WEB SERVICES SUPPLEMENTAL (M1&M2)	12/20/2007	3
h.	AIRNAV 2.0 - WEB SERVICES INTERFACE CONTROL DOCUMENT (M1&M2)	12/20/2007	77
i.	AIRNAV 2.0 - SUPPLEMENTAL SPECIFICATION (M1&M2)	12/20/2007	8
j.	AIRNAV 2.0 - USE CASE MODEL (M1&M2)	12/20/2007	9
k.	AIRNAV 2.0 – DATA PRODUCTS (8 DOCUMENTS) (M1&M2)	12/20/2007	9
l.	AIRNAV 2.0 – AIRPORT AND RUNWAY USE CASES AND BUSINESS RULES (M1)	12/20/2007	43
m.	AIRNAV 2.0 – EXPANDED SERVICE VOLUME USE CASES AND BUSINESS RULES (M2)	12/20/2007	14
n.	AIRNAV 2.0 – NAVAID AND COMPONENTS USE CASES AND BUSINESS RULES (M2)	12/20/2007	98
	(M1) = Module 1 Specific (M2) =Module 2 Specific		

3.0 GOVERNMENT FURNISHED PROPERTY (GFP)

When performance is required at a Government facility, the Government will provide adequate and necessary workspace including basic office equipment, software and hardware, utilities, telephone, related services and vehicle parking space. Government furnished software is to include, but not be limited to, the following: Oracle™ Database, ESRI™ Geographic Information System (GIS), and an Enterprise Service Bus (ESB). The FAA will provide functional and operational access to existing materials to facilitate the completion of projects in accordance with applicable contract terms.

4.0 CONTRACTOR FURNISHED PROPERTY (CFP)

The contractor shall provide all personnel, facilities, related equipment, and supplies necessary for the successful performance of this PWS.

5.0 REQUIREMENTS/SPECIFICATIONS

The contractor shall use the previously developed IT documentation as well as approved documentation created during the AIRNAV Joint Application Design (JAD) for purposes of designing, developing and delivering the AIRNAV system. The JAD documentation identifies functional and technical requirements, including use-cases, diagrams and features. AIRNAV JAD documents are hereby incorporated by reference. Unless otherwise stated, requirements listed or incorporated by reference are requirements for AIRNAV.

5.1 Functional Requirements

- 5.1.1 AIRNAV shall provide the capability to create and modify all aeronautical data required for support of instrument flight procedures (IFPs) design and development, for all aircraft IAW applicable criteria and standards IAW approved AIRNAV JAD documentation.

5.2 Data Management Requirements

- 5.2.1 AIRNAV shall meet all data management requirements IAW approved AIRNAV JAD documentation.
- 5.2.2 AIRNAV shall meet all geospatial data requirements IAW approved AIRNAV JAD documentation.
- 5.2.3 AIRNAV shall meet all aeronautical information requirements IAW approved AIRNAV JAD documentation.
- 5.2.4 AIRNAV shall provide conversion between units of measure, such as feet and meters, statute and nautical miles, and Datum's, as necessary on data entry, displays and reports, IAW approved AIRNAV JAD documentation.
- 5.2.5 AIRNAV shall process IPDS transacted data IAW approved AIRNAV JAD documentation.
- 5.2.6 AIRNAV shall retrieve and disseminate data through web services via the AVN Enterprise Hub, also known as the Enterprise Service Bus (ESB), IAW approved AIRNAV JAD documentation.

5.3 User Operational Requirements

- 5.3.1 AIRNAV shall operate while attached to the FAA FTI network, accessible through the AVN dashboard application.
- 5.3.2 IPDS shall provide a graphical user interface (GUI) IAW approved AIRNAV IT and JAD documents.
- 5.3.3 AIRNAV shall allow development of multiple versions of aeronautical data, supporting a temporality concept, IAW approved AIRNAV JAD documentation.
- 5.3.4 AIRNAV shall provide information, warning, stop, alert, and other type messages IAW established standards and approved AIRNAV JAD documentation.
- 5.3.5 AIRNAV shall provide capability to manipulate copies of master data in support of multiple working projects, IAW approved AIRNAV JAD documentation.
- 5.3.6 AIRNAV shall allow entry, display and reporting of courses, headings, tracks, bearings, and radials in 'true' or 'magnetic' north, IAW approved AIRNAV JAD documentation.
- 5.3.7 AIRNAV shall provide on-demand text help, IAW approved AIRNAV JAD documentation.
- 5.3.8 AIRNAV shall meet all graphics, maps, forms, and reports, content and presentation requirements IAW approved JAD documentation.
- 5.3.9 AIRNAV shall meet applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended.

5.4 Application Interface and Integration Requirements

- 5.4.1 AIRNAV shall meet all interface requirements IAW approved AIRNAV JAD documentation.

- 5.4.2 AIRNAV shall meet all web services requirements IAW approved AIRNAV JAD documentation.
- 5.4.3 IPDS shall interface/integrate with tools/applications IAW approved AIRNAV JAD documentation.

5.5 Technical Requirements:

- 5.5.1 All AIRNAV technical requirements are referenced in approved AIRNAV JAD documents, and are hereby incorporated by reference.
- 5.5.2 AIRNAV application (software) shall be coded in the Java™ programming language.
- 5.5.3 AIRNAV database shall be Oracle Database®
- 5.5.4 AIRNAV application and database architecture design shall be submitted for approval by FAA prior to being developed.

5.6 Development Requirements:

- 5.6.1 AIRNAV shall be developed and deployed in modules. Module One shall contain all data and functionality related to airports and runways, as necessary for the development of instrument flight procedures and associated flight inspection, as described in designated use cases.
- 5.6.2 Module Two shall contain all other data related to the development of instrument flight procedures and associated flight inspection, as described in designated use cases.
- 5.6.3 Module Three is an optional un-priced future module for the development for Aeronautical chartering, for which requirements are not yet documented, and shall contain all remaining data related to aeronautical charting, not previously maintained in Module One or Two.

6.0 REPORTS

The contractor shall submit status reports to the CO and Contracting Officer's Technical Representatives (COTRs) as indicated below, to include, as a minimum, progress during the reporting period including earned value metrics, action item status, schedule status, any variances between actual and planned programs, difficulties or delay factor, action taken to overcome these problems, any assistance required by the US government, and a description of work planned for the upcoming reporting period. These reports may be submitted electronically. The reports submittal dates are listed below:

CDRL #	Deliverable	Acronym	Delivery Schedule (in calendar days)	Government Comments Due Within	Period for Final Delivery After Comments Received
A001	Contractor Performance Report	CPR	Included in each Monthly Status Report.	-	-
A002	Contractor Work Breakdown Structure	CWBS	Included in each Monthly Status Report.	-	-
A003	Monthly Status Report	-	15 days after end of accounting month	10 days	5 days

CDRL #	Deliverable	Acronym	Delivery Schedule (in calendar days)	Government Comments Due Within	Period for Final Delivery After Comments Received
A004	Software Development Plan	EP	40 days after contract award	20 days	10 days
A005	Minutes	-	7 days after each meeting	10 days	5 days
A006	Master Schedule	MS	Progress included in each Monthly Status Report.	-	-
A007	System Test Plan	STP	30 days prior to the contractor test event	20 days	10 days
A008	Software Test Report	STR	20 days after contractor test event	15 days	15 days
A009	Operations Manuals	OM	Due upon delivery of Module	30 days	15 days
A010	Updated System Requirements Document per module	SRD	10 days prior to development	20 days	20 days
A011	Software Design Plan	SDD	50 days after contract award	20 days	20 days
A012	Interface Design Document	IDD	30 days prior to development of interfaces	20 days	20 days
A013	Change Control Plan	CP	40 days after Contract Award	10 days	5 days
A014	Iteration Plan	ITP	45 Days after Contract Award	10 Days	5 days
A015	Prototypes	PM	10 days prior to development	10 Days	15 days

7.0 CRITERIA AND MANUALS

Performance shall be accomplished in accordance with applicable procedures, guidelines and orders referenced herein. *Note: It is not intended that these basic orders be used in lieu of the most current versions. Current versions may be identified and accessed at Websites below or by contacting the Contracting Officers Technical Representative (COTR).*

7.1 FAA Orders: http://www.faa.gov/regulations_policies/orders_notices/

- a) 6050.32
- b) 7100.9
- c) 7110.79
- d) 7130.3
- e) 7400.2
- f) 7930.2

- g) 8200.1
- h) 8200.6
- i) 8240.47
- j) 8260.3
- k) 8260.15
- l) 8260.19
- m) 8260.23
- n) 8260.26
- o) 8260.32
- p) 8260.37
- q) 8260.38
- r) 8260.40
- s) 8260.42
- t) 8260.44
- u) 8260.45
- v) 8260.46
- w) 8260.48
- x) 8260.49
- y) 8260.50
- z) 8260.51
- aa) 8260.52
- bb) 8260.53
- cc) 8260.54
- dd) 8260.57
- ee) 8400.13

7.2 Federal Aviation Regulations (FAR):

http://www.faa.gov/airports/airtraffic/airports/regional_guidance/central/construction/part77/

- a) Part 77

7.3 8400.13 Advisory Circulars:

http://www.faa.gov/about/office_org/headquarters_offices/avs/offices/afs/afs400/afs410/policy_guidance/

- a) 70/7460-1
- b) 70/7460-2
- c) 120-28
- d) 120-29
- e) 150/5300-13
- f) FAA NOTICE 8000.287
- g) FAA NOTICE 8260.56
- h) FAA NOTICE 8260.64
- i) FAA NOTICE 8260.65

7.4 Requirements and Technical Concepts for Aviation (RTCA): <http://www.airweb.faa.gov/>

- a) DO-200A
- b) DO-201A
- c) DO-229C
- d) DO-246C
- e) DO-245A
- f) DO-236B

7.5 Standards:

- a) 405 Standards for Aeronautical Surveys and Related Products

7.6 ARINC Specification 424, Revision 17

7.7 Interagency Air Cartographic Committee (IACC) Chart Design (Support of FIGs)

- 7.8 Memos and Letters: These items provide supplemental guidance and are subject to change. A current list will be provided to the contractor as they become available.

NOTE: Updates will be provided through the CO as they occur and impact on the contract will be negotiated through the over-and-above clause.

8.0 DELIVERABLES

8.1 AIRNAV.

- 8.1.1 The Contractor shall develop and deliver AIRNAV system software, including but not limited to, U.S. Government licensed software, unlimited related AIRNAV software licenses, software documentation, reports, and testing tools. The following documents shall describe the design and development:

- 8.1.1.1 Software Development Plan (SDP)
- 8.1.1.2 System Requirements Document (SRD)
- 8.1.1.3 Software Design Plan (SDD)
- 8.1.1.4 Software Iteration Plan (SIP)
- 8.1.1.5 System Test Plan (STP)
- 8.1.1.6 Change Control Plan (CCP)

The FAA shall own and have unlimited rights to all deliverables.

8.1.2 AIRNAV Source Code

Contractor shall deliver Airports and Navigation Aids (AIRNAV) software source code.

8.1.3 AIRNAV Software Documentation

The deliverables schedule for items 8.1.3.1 through 8.1.3.6 is defined in the Software Development Plan (SDP) and the Software Design Plan (SDD).

Contractor shall deliver software documentation for AIRNAV, including the following:

- 8.1.3.1 Rational Unified Process™(RUP) criteria and requirements artifacts
- 8.1.3.2 RUP™ Use Cases
- 8.1.3.3 Software Design documentation
- 8.1.3.4 Software Testing documentation
- 8.1.3.5 Software Testing tools and scripts
- 8.1.3.6 Software Implementation documentation

8.1.4 AIRNAV Operational Application

8.1.4.1 Fully operational application to support airport and runway requirements as described in the relevant use cases, designated as AIRNAV Module One attached herein.

8.1.4.2 Fully operational application to support NAVAID requirements as described in the relevant use cases, designated as AIRNAV Module Two attached herein.

9.0 GOVERNMENT ACCEPTANCE

In addition to Section E.1 and 3.10.4-4, IAW 8.1.1.3 Software Design Plan, the Government reserves the right of final approval for the functional and technical requirements compliance of AIRNAV.

- 9.1. Airports and Navigation Aids Input and Edit system

- 9.2 Performance Time:

- 9.2.1 Module One (Airports and Runways) 210 calendar days from contract award
 - 9.2.2 Module Two (NAVAIDS, etc) 365 calendar days from date of contract award.
 - 9.2.3 The FAA retains the right of final approval of all work and documents submitted as a result of the development, including those submitted determining the requirements for future modules. AIRNAV shall be developed in useable complete modules, as described in Section 5.
- 9.3 The Contracting Officer (CO) shall delegate, in writing, specific FAA personnel to interact with the contractor for the duration of this contract. These personnel possess no implied or express authority to change the contract or otherwise commit the Government.

10.0 TRAINING

The Contractor shall provide government training and training materials for a maximum of 20 government employees at the implementation of both Module 1 and Module 2 of AIRNAV. Training will be coordinated with the Contracting Officer's Technical Representative (COTR).

11.0 GLOSSARY AND ACRONYMS:

Enterprise Service Bus (ESB):

The ESB will provide an abstraction layer (interface) on top of the AVNIS enterprise technical architecture. The ESB exists for purposes of implementing a Service Oriented Architecture (SOA), which will provide application and data sharing for AIRNAV and other applications to be integrated with AIRNAV. The ESB will be standards-based and flexible, able to support many transport mechanisms. It will accomplish a loose coupling between the called service and the transport mechanism.

Software Source Code:

Source code is human readable (i.e., non-encrypted, non-binary) computer instructions, which must be converted to object code or machine language before a computer can read or execute it. Source code is written in a formal programming language, which can be compiled automatically into object code or machine code or executed by an interpreter. Source code is the human readable format of an object or a program.

2D – Two-dimensional
 3D – Three-dimensional
 AAA – Airport Airspace Analysis
 AAFIF – Automated Air Facility Information File
 AFFSA – Air Force Flight Standards Agency
 AirNav – Airports and Navigation aids database (AVN aeronautical data)
 AIP – Airport Improvement Plan
 AIXM – Aeronautical Information Exchange Model
 AMS – Acquisition Management System
 API – Application Programming Interface
 APTS – AVN Process Tracking System
 ARINC – Aeronautical Radio Incorporated
 AT – Air Traffic
 ATO – Air Traffic Organization
 AVN – Aviation System Standards
 CDs – Compact Disks
 CDR – Concept Design Review
 CDRL – Contract Data Requirements List
 CFP – Contractor Furnished Property
 CLIN – Contract Line Item Number

CO – Contracting Officer
 COTR – Contracting Officers Technical Representative
 CR – Cost Reimbursement
 CRM – Collision Risk Model
 DAFIF – Digital Aeronautical Flight Information File
 DAFIS – Departmental Accounting and Finance Information System
 Delphi – FAA accounting system
 DEM – Digital Elevation Model
 DME – Distance Measuring Equipment
 DMZ – FAA Network Security
 DOD NOTAM – Department of Defense Notice to Airmen
 DOT – Department of Transportation
 DT&E – Developmental Testing & Evaluation
 DTED – Digital Terrain and Elevation Data
 E-NOTAM – Electronic Notice to Airmen
 EOVS – Emergency Obstruction Vectoring
 ESB – Enterprise Service Bus
 ESVMS – Expanded Service Volume Management System
 EVM – Earned Value Management
 EVMS – Earned Value Management System
 FAA – Federal Aviation Administration
 FFP – Firm-Fixed-Price
 FIG – Flight Inspection Graphic
 FMS – Flight Management System
 FP – Fixed-Price
 FPLH – Fixed-Price-Labor-Hours
 FPO – Flight Procedures Office
 FTI – Federal Telecommunications Infrastructure
 FY – Fiscal Year
 GFP – Government Furnished Property
 GLS – GNSS Landing System
 GNSS – Global Navigation Satellite System
 GPS – Global Positioning System
 GUI – Graphic User Interface
 HTML – Hyper Text Markup Language
 IACC – Interagency Air Cartographic Committee
 IAPA – Instrument Approach Procedure Automation
 ICAO – International Civil Aviation Organization
 IE – Internet Explorer
 IFP – Instrument Flight Procedure
 IFR – Instrument Flight Rules
 ILS – Instrument Landing System
 IPDS – Instrument Procedure Development System
 IT – Information Technology
 J2EE – Java 2 Platform Enterprise Edition
 JAD – Joint Application Development
 LIDAR – Light Detection And Ranging (Obstacle Surveying Method)
 LIS – Logistics Information System
 LNAV – Lateral Navigation
 LOC – Localizer
 LPV – Approach Procedure with Lateral Precision and Vertical Guidance based on WAAS
 MC – Mission Capable
 MIA – Minimum IFR Altitude
 MLS – Microwave Landing System
 MMAC – Mike Monroney Aeronautical Center
 MOA – Military Operations Area
 MVA – Minimum Vectoring Altitude

NACO – National Aeronautical Charting Office
NASR – National Airspace System Resource
NAVAID – Navigational Aid
NFPO – National Flight Procedures Office
NGA – National Geospatial-Intelligence Agency
NGS – National Geodetic Survey
NOTAM – Notice to Airmen
O&A – Over and Above
OE – Obstruction Evaluation
ORS – Obstacle Repository System
OT&E – Operational Testing & Evaluation
PANS-OPS – Procedures for Air Navigation Services, Operations
PC – Personal Computer
PDR – Preliminary Design Review
PMP – Program Management Plan
PTS – Procedure Tracking System (a subsystem of APTS)
PWS – Performance Work Statement
QA – Quality Assurance
QC – Quality Control
Quads – Topographical Quadrangle Maps/Charts
R/M – Reliability and Maintainability
RAM – Random-Access Memory
RNAV – Area Navigation
RNP – Required Navigation Performance
RTCA – Requirements and Technical Concepts for Aviation
SDAT – Sector Design and Analysis Tool
SQL – Structured Query Language
SQL*Plus – SQL with extended functionality
SRD – System Requirements Document
SRR – System Requirements Review
SRTM – Shuttle Radar Topography Mission
TARGETS – Terminal Area Route Generation, Evaluation, and Traffic Simulation
TERPS – Terminal Instrument Procedures
TBD – To Be Determined
TBN – To Be Negotiated
TLS – Transponder Landing System
TPWS – Task Performance Work Statement
TRR – Test Readiness Review
Unix – Computer operating system
USGS – U. S. Geological Survey
VNAV – Vertical Navigation
WAN – Wide Area Network
WBS – Work Breakdown Structure
XML – eXtended Markup Language